v. Phillips, 44 Iowa 353. The tendency of the law is towards the ruling of this court. *Taylor v. Webb,* 54 Miss. 42; *Laughton v. Harden,* 68 Me. 208.

INSOLVENCY—PREFERENCES—RIGHTS OF CREDITORS.—POWERS-TAYLOR DRUG CO. v. FAULCONER ET AL., 44 S. E. 204 (W. VA.).—An insolvent debtor, with intent to prefer certain of his creditors, sold his property to a third party who was cognizant of the facts. The proceeds of the sale were paid to the preferred creditors. *Held,* that such sale was not fraudulent in fact. An intent to prefer is insufficient to establish a fraudulent intent. McWhorter, P., and Dent, J., *dissenting.*

There is a distinction between the effect of a transfer by a debtor in failing circumstances and an intent to hinder, delay or defraud his creditors. If the intent is to defraud, a valuable consideration will not save the transfer. *Gans v. Renshaw,* 2 Barr (Pa.) 36. The statute of 13 Eliz. is aimed only at intended fraud. *Bank v. Carter,* 38 Pa. 453. Without clear proof of fraud the sale is valid. *Meade v. Smith,* 16 Conn. 346; *Kirkland v. Snow,* 20 Conn. 23. The burden of proof rests upon the creditor impeaching the preference. *Glen v. Grover,* 3 Md. 212; *Johnson v. McGrew,* 11 Iowa 151. The fact that the debtor was about to abscond was held in *Garr v. Hill,* 9 N. J. Eq. 210, not to invalidate the sale. A secret motive for preference is immaterial, *Bun v. Ahl,* 21 Pa. 387, but the law will not tolerate any form of trust to the benefit of the debtor. *Johnson v. Whitwell,* 24 Mass. 71; *Dalton v. Currier,* 40 N. H. 237. If the debtor contrives that other creditors shall never be paid this is not a *bona fide* preference and the transfer may be set aside. *Drury v. Cross,* 7 Wall. 299; *James v. Ry. Co.,* 6 Wall. 752; *Gorden v. Clapp,* 113 Mass. 335; *Smith v. Schwed,* 9 Fed. 483.

JUDGMENT—WANT OF JURISDICTION—SERVICE OBTAINED BY TRICK.—FRAWLEY, BUNDY & WILCOX v. CASUALTY CO., 124 FED. 259.—*Held,* that a service of summons obtained by fraud is invalid and the defendant is not bound by a judgment rendered thereon.

Service obtained by fraud is invalid. *Williams v. Reed,* 29 N. J. L. 385. And the one upon whom it is made may have an action therefor. *Wanger v. Bright,* 52 Ill. 35. But it would seem that, if the service is in behalf of one not a party to a fraud, it will be good. *Nichols & Co. v. Goodheart,* 5 Ill. Ap. 574; *Adriance v. La Grave,* 59 N. Y. 110; though the principle of this ruling is doubted. *Alderson, Jud. Writs, 272.* But if the one upon whom the fraudulent service is made enters a plea, the irregularity is waived, *Manhard v. Schott,* 37 Mich. 234; *Gilson v. Powers,* 16 Ill. 355; even though a motion to dismiss the suit has been made and overruled. *Peters v. R. Co.,* 59 Mo. 406; *Gorner v. Slate,* 8 Blackf. 567. If judgment goes against the plaintiff by default, some cases hold that it cannot be collaterally attacked. *Shee v. La Grange,* 78 Iowa 101; *McMullen v. State,* 105 Ind. 334. Other courts, when suit is brought on the judgment, treat it as void. *Wood v. Wood,* 78 Ky. 624; *Dunlap & Co. v. Cody,* 31 Iowa 260. And this better accords with the rule that the judgment of a court which has no jurisdiction is void. 1 *Black, Jud.,* 218.

MASTER AND SERVANT—BLACKLIST—BOYER v. WESTERN UNION TEL. CO., 124 FED. 246.—*Held,* that an employer, having discharged employes for belonging to a labor union, has the right to enter the reason of their discharge